



SEASON 3

REGISTRATION AND AUDITION RULES

REQUIREMENTS

- You must be able to prove at the time of your registration and audition that:
 - You are a legal U.S. citizen or a permanent U.S. resident who is eligible to work full-time in the United States; and
 - You are 12 years old as of January 1, 2013. If you were born after January 1, 2001, you are not eligible to participate this season.
- If you are asked to audition for subsequent rounds of the competition (currently scheduled for May – June 2013), you **MUST** be able to demonstrate to the satisfaction of Producer that you do not have any of the following agreements in effect (written or oral):
 - a current music recording contract;
 - a current agreement relating to the use of your name, voice and/or likeness;
 - an exclusive acting contract; or
 - any other contractual arrangement that would prohibit you from fully participating in the show and/or entering into any contracts required by Producer, including a recording contract and merchandising contract.
- If you are asked to audition for subsequent rounds of the competition (currently scheduled for May – June 2013), and if you are party to a contract for talent representation (for example, a talent agent or manager), you **MUST** be able to demonstrate to the satisfaction of Producer the following:
 - such contract commenced on a date prior to your first audition for Season 3 (whether such first audition was online or at one of the cull cities). If you or your Act auditioned for Season 3 for the first time as part of the December 2012 online auditions, the date of the Acts first audition will be deemed to be December 13, 2012;
 - the talent representative has signed a waiver of management rights lasting the entire duration of subsequent rounds of competition through and including the finale and any subsequent publicity services relating to the Program (if your talent representative is also your Parent/Guardian, the talent representative must still sign the waiver of management rights); and
 - the talent representative will consider entering into a co-management/co-representation agreement required by Sony Music Entertainment ("Co-Management Agreement"), however, the talent representative will not be obligated to enter into the Co-Management Agreement.
 - The waiver and co-management agreement will be provided by Producer if you are asked to audition for subsequent rounds of the competition.
- Neither you nor any of your immediate family members (spouse, ex-spouse, parents, siblings, children, step-children) or members of your household (whether or not related to you) are current employees, directors, officers, independent contractors, agents, or representatives of Sony Music Entertainment and its affiliates ("Sony Companies"), Fox Broadcasting Company, Fox Digital Media, www.fox.com, www.thexfactorusa.com, Blue Orbit Productions, Inc., FremantleMedia North America, Inc., Telescope Inc., or their respective parents, subsidiaries or affiliated companies, or any of their respective licensees, successors or assigns; CBS Television City Studios or any other person or entity connected with the production, administration or judging of the auditions or the Program; any television station or channel, cable network, or satellite network that may air or otherwise exhibit the Program or any variation thereof; any person or entity involved in the development, production, distribution, or other exploitation of the Program or any

variation thereof; any sponsor of the Program or its or their advertising agency; or any person or entity supplying services or prizes to the Program. In addition, to the best of your knowledge, you do not know anyone who is now, or has been in the past two (2) years an employee or independent contractor of any of the entities described in this paragraph. Producer reserves the right to remove from the Program any person (including you) it determines, in its sole discretion, is sufficiently connected with the Program or any of the entities described in this paragraph such that such person's participation in the Program could create the appearance of impropriety.

THE REGISTRATION PROCESS

When to Line Up for Registration: It is currently anticipated that registration will begin ONE day prior to the audition day in each city (see the Tentative Schedule below). You should come to the venue and register during designated times on the registration day prior to the audition day. You are encouraged to show up on the registration day. It may also be possible to register EARLY on the morning of the audition day; however, if you wait until the audition day to register, you will be one of the last people to register and we may run out of space and/or time to accommodate you. You should therefore register as early as possible for the designated registration day for your city. **THERE WILL BE NO OVERNIGHT CAMPING ALLOWED INSIDE OR OUTSIDE ANY OF THE VENUES.** All information concerning registration and audition locations, dates and times is tentative at this time. Continue to check our website DAILY at www.thexfactorusa.com for the most up-to-date registration and audition schedule and information.

Locations, Dates and Time: It is anticipated that registration will start no later than 6:00 a.m. on the first registration day in each city and will continue until the early morning of the actual audition day. Continue to check our website at www.thexfactorusa.com DAILY for up-to-date registration times and other information. Tentative audition cities are listed below. THESE LOCATIONS, DATES AND TIMES ARE ALL SUBJECT TO CHANGE.

What to Bring to Registration: You MUST bring two forms of ID to registration day that show proof of your age and a photograph (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card). After showing proper ID, you will be given a wristband and a seat ticket (provided there are still some available for that venue). You may bring as many family members and friends as you choose to accompany you to the audition venue; however, **THOSE FAMILY MEMBERS AND FRIENDS MUST ALSO BE PRESENT WITH YOU DURING REGISTRATION SO THAT WE CAN ISSUE THEM A SEAT TICKET AND WRISTBAND. NO CHILDREN UNDER 5 YEARS OF AGE WILL BE ALLOWED AT THE AUDITION VENUES.**

Contestants Under 18 Years of Age: If you will be under 18 years of age on the day you register and/or audition, your parent and/or legal guardian MUST accompany you to the registration and audition. In addition, your parent or legal guardian must bring a government-issued photo ID (for example, a driver's license or passport). If you are accompanied by a legal guardian, as opposed to a parent, your legal guardian must bring proof of guardianship (for example, a court order). If your parent or legal guardian is not available to accompany you to the registration and audition, your parent or legal guardian may appoint a guardian to accompany you to the registration and audition process. **YOUR APPOINTED GUARDIAN MUST BE AT LEAST 21 YEARS OF AGE AND MUST ACCOMPANY YOU TO THE VENUE FOR THE REGISTRATION AND AUDITION DAYS.** In order to appoint a guardian, your parent or legal guardian must complete, sign and have NOTARIZED the Guardian and Medical Authorization for Minors form which can be found at our website\ www.thexfactorusa.com . You MUST bring the signed and notarized form to registration with you, along with your appointed guardian. Your parent or legal guardian must also sign and have NOTARIZED the attached Release. You MUST bring the signed and notarized Release with you to the audition, along with your appointed guardian. Your appointed guardian must also bring a government-issued photo ID (for example, a driver's license or passport) to registration and the audition.

Wristband Rules: It is currently anticipated that wristbands, or some other form of identification, will be handed out to those people chosen by the producer to continue in the audition process. In order to be admitted to the venue on audition day, you MUST receive a wristband and seat ticket from the producer. **IF YOU RECEIVE A WRISTBAND FROM THE PRODUCERS DURING THE REGISTRATION PROCESS, YOU MUST NOT REMOVE THE WRISTBAND PRIOR TO YOUR AUDITION. IN ADDITION, YOU MUST NOT GIVE THE WRISTBAND TO ANOTHER PERSON OR ACCEPT A WRISTBAND FROM SOMEONE OTHER THAN THE PRODUCTION STAFF. IF IT IS FOUND THAT YOU RECEIVED YOUR WRISTBAND FROM SOMEONE**

OTHER THAN THE PRODUCTION STAFF, OR THAT YOUR WRISTBAND HAS BEEN TAMPERED WITH IN ANY MANNER, YOU WILL BE IMMEDIATELY DISQUALIFIED FROM THE AUDITION PROCESS

SCHEDULE

City	Venue	Registration Days	Audition Day
Los Angeles, CA	The Galen Center	March 4, 5	March 6
Charleston, SC	North Charleston Coliseum	March 18	March 19
New Orleans, LA	Lakefront Arena	April 12, 13	April 14
Long Island, NY	Nassau Coliseum	April 23, 24	April 25
Denver, CO	Coliseum	May 12, 13	May 14

ALL CITIES, VENUES AND DATES ARE SUBJECT TO CHANGE.

THE AUDITION PROCESS

When to Line Up for Auditions: It is anticipated that auditions will start no later than 7:00 a.m. on the audition day in each city. Even if you are in line before 7:00 a.m., producer cannot guarantee that you will be seen for an audition; however, efforts will be made to see everyone who shows up to the audition. Some venues may prevent people from lining up before 6:00 a.m., so you must continue to check our website at www.thexfactorusa.com DAILY for the most up-to-date audition schedule and information. ALL INFORMATION CONCERNING THE AUDITIONS IS TENTATIVE AT THIS TIME. Audition cities, dates and/or times may change. We are expecting a huge turnout in each city. You should therefore plan on arriving as early as allowed at your audition venue. Keep in mind that there is no guarantee that you will be seen for an audition regardless of whether or not you have a wristband and/or seat ticket. **THERE WILL BE NO OVERNIGHT CAMPING INSIDE OR OUTSIDE ANY OF THE VENUES.**

What to Bring to the Auditions:

- ☐ **Wristband and Seat Ticket:** You must NOT remove the wristband issued to you on registration day. You must bring the wristband and seat ticket with you to the audition.
- ☐ **Identification:** Bring the same two forms of identification that you brought with you to the registration day (for example, a birth certificate and driver's license or a birth certificate and a passport or a birth certificate and a school ID card).
- ☐ **Proof of Citizenship/Residency:** If your birth certificate was not issued in the United States, you must bring proof of citizenship and/or permanent U.S. residency (for example, a green card or naturalization papers).
 - ☐ **Release:** Print out and sign the Release form provided at www.thexfactorusa.com. This Release form will only be available in a limited supply at the audition venues, so please bring the signed form with you to the audition if at all possible. If you are under 18 years of age and you are accompanied by a guardian appointed by your parent or legal guardian who does not have authority to sign on your behalf, you MUST bring the Release signed and NOTARIZED by your parent or legal guardian (please see Under 18 below).
- ☐ **Under 18:** If you are under 18 years of age, you must be accompanied to the registration and audition by your parent or legal guardian. Your parent or legal guardian must bring a government-issued photo ID (for example, a driver's license or passport). In addition, if you are accompanied by a legal guardian (as opposed to a parent), your legal guardian must bring proof of guardianship (for example, a court order) or you will not be able to audition. Your parent or legal guardian must have the authority to sign legal documents on your behalf, including the Release form on the website (which should be signed by you and your parent or legal guardian). If your parent or legal guardian is not available to accompany you to the registration and audition, your parent or legal guardian may appoint a guardian to accompany you to these events. YOUR APPOINTED GUARDIAN MUST BE AT LEAST 21 YEARS OF AGE AND MUST ACCOMPANY YOU TO THE VENUE FOR THE REGISTRATION AND AUDITION DAYS. In order to appoint a guardian, your parent or legal guardian must complete, sign and have NOTARIZED the Guardian and Medical Authorization for Minors form at the website. You MUST bring the signed and notarized form to registration, along with your appointed guardian. In addition, you must bring the Release signed and NOTARIZED by your parent or legal guardian. Unless your appointed guardian has

evidence of his or her authority to sign on your behalf, your appointed guardian MAY NOT sign the Release on your behalf. The people who accompany you to the audition (including your parent or guardian) MUST sign a separate release form on their own behalf and bring their own photo ID (for example, a driver's license or passport).

☐ **NO CHILDREN UNDER 5 YEARS OF AGE WILL BE ALLOWED AT THE AUDITION VENUES.**

What to Wear to the Auditions: Please do not wear any clothing, accessories or bring any items that have designer names, corporate or sports team names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate messages or words (for example, profanity). If you do wear such clothing, you may be required to remove it, turn it inside out or put on additional clothing to cover it. If you have any tattoos that contain any corporate or sports names or logos, copyrighted images, celebrity names or images (living or dead), cartoon character images or inappropriate message or words (for example, profanity), please cover the tattoo for your audition.

What to Sing at the Auditions: Be prepared to sing a verse and a chorus of 3 songs without tracks or instruments. If you are called back for the first recall, you may be asked to sing two songs, one of which may or may not be from a list that will be provided to you by the Producer at that time. The other song, if requested by producer, may be a song of your choice. All rules and procedures are subject to change at producer's sole and absolute discretion.

Rules In Line: You MUST be in line by 7:00 a.m. on the actual audition day in your city. Even if you are in line by 7:00 a.m., there is no guarantee that you will be seen for an audition. However, keep in mind that you may not be able to start lining up until after 6:00 a.m., depending on the location of the audition. Continue to check our website at www.thexfactorusa.com DAILY for the most up-to-date audition schedule and line-up information. Producers reserve the right to audition people out of order of their place in line. **NO CHILDREN UNDER 5 YEARS OF AGE WILL BE ALLOWED AT THE AUDITION VENUES. PLEASE BE COURTEOUS TO OTHER PEOPLE IN LINE. DO NOT CUT IN LINE. IF WE DISCOVER THAT YOU HAVE CUT IN FRONT OF ANOTHER PERSON IN LINE, YOU WILL BE DISQUALIFIED FROM THE AUDITION PROCESS.** Also, you may not hold a place in line for another person for an extended period of time.

Wristbands: You will be able to start the wristband and ticketing process during the registration day, which will occur one day before the actual audition day in most cities. Please continue to check our website at www.thexfactorusa.com DAILY for specific information pertaining to the venue where you plan to audition.

Paperwork: In order to participate in the auditions, you will be required to fill out, sign and agree to all of the terms and conditions of Producer's required forms. Some of the forms will be available on our website at www.thexfactorusa.com. Your family and/or guests should also be prepared to sign releases concerning the possible taping and/or recording of their name, likeness, voice, conversation, etc. If you advance in the competition, you will be required by the Producer to fill out, sign and agree to all of the terms and conditions of additional forms, including a talent management contract, recording contract and/or merchandising contract. You (and your parents and/or legal guardians in the case of contestants under 18 years of age) may also be subject to a thorough background investigation and other examinations, at Producer's discretion. If you are under 18 years of age, both you and your parent or legal guardian must sign each of the forms and cooperate in having the forms court approved, if and when requested by Producer. If you are under 18 years of age and you are accompanied to the audition by a guardian appointed by your parent or legal guardian, you must have the release signed and NOTARIZED by your parent or legal guardian with authority to sign on your behalf, and bring the signed and notarized Release with you to the audition. **ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF YOU FAIL TO COMPLETE ANY FORM, GIVE ANY FALSE INFORMATION, OR FAIL TO REVEAL ANY PERTINENT INFORMATION, YOU MAY BE DISQUALIFIED FROM THE AUDITION PROCESS.**

Disqualifications: We reserve the right to disqualify and/or exclude, in our sole and absolute discretion, any individual from any of the auditions for any reason or for no reason at all, including without limitation, violation of any portion of these rules, or tampering with the entry process or the audition process. We also reserve the right to change the rules and procedures at any time. Being chosen to audition and/or compete at any level in the process does NOT ensure that you will be selected to continue to the next stage.

Important Suggestion for Day of Registration and Audition: Please be sure to eat something prior to coming to the registration and auditions. While concessions may be available inside the venues, it is important to eat before you get in line in order to keep your energy level up. Remember, breakfast is the most important meal of the day and this could be the most important audition of your life! It would also be a good idea to bring some bottled water with you to the line on registration and audition days; however, you should be aware that you may not be able to bring the water into the venue.

GENERAL CONDITIONS

By participating, entrants agree to be bound by these rules and the decisions of Producer, the voting audience, and the panel of judges, which shall be final and binding. Your presence at the auditions, and the presence of your friends, family members, and anyone else accompanying you, constitutes your and their consent and agreement to the recording and use of your and their performance, appearance, name, voice, singing voice, likeness and any musical or sound effects produced by you and/or them for use in connection with any television program, motion picture, wireless/mobile device, or the Internet for all purposes (including advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights), as the same may be edited, in all media now known or hereafter created, throughout the universe, in perpetuity for no compensation, unless otherwise required by law. **IF YOU AND/OR YOUR FRIENDS, FAMILY MEMBERS, OR ANYONE ELSE ACCOMPANYING YOU TO THE AUDITION, DO NOT WISH TO BE PHOTOGRAPHED, OR DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ATTEND THE AUDITIONS AND DO NOT ENTER THE VENUE WHERE THE AUDITIONS ARE TAKING PLACE.** Your and/or their attendance at the audition event will be conclusively deemed to be a waiver of any and all claims for invasion of privacy, defamation, etc. All federal, state and local laws apply. **Audition dates and locations are subject to change.** Fox Broadcasting Company, Fox Digital Media, Blue Orbit Productions, Inc., FremantleMedia North America, Inc., Sony Companies., Telescope, Inc., any sponsor of the Program, www.fox.com , www.thexfactorusa.com , production personnel for the television program, participating television stations, advertising agencies or any person or entity connected with the production, administration or judging of the auditions or the program, or any of their respective parent companies, affiliates, subsidiaries, successors and assigns, and the respective officers, directors, employees, agents, contractors, partners, shareholders, attorneys, representatives and members of each of the foregoing entities are not responsible for and shall not be liable for: i) any failure of transportation, incorrect directions, or the inability, for any reason, of any person to appear at an audition site or to audition or appear before the judging panels; ii) any injuries, losses or damages of any kind caused by traveling to or from the audition venues, being present at the audition venues, participating in the auditioning process or being selected to or disqualified from continuing in the auditioning process and/or the Program; or iii) any printing, typographical or technological errors in any materials associated with the auditioning process. **NO WEAPONS, ALCOHOL, OR NON-PRESCRIPTION CONTROLLED SUBSTANCES WILL BE PERMITTED AT ANY AUDITION OR DURING THE COMPETITION.**

Other Documents to Review: Audition FAQ, Audition Release